

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
BOARD OF ETHICS AND GOVERNMENT ACCOUNTABILITY



Office of Government Ethics

In Re: K ■ Whatley

Case No.: 1326-001

NEGOTIATED DISPOSITION

Pursuant to section 221(a)(4)(A)(v)<sup>1</sup> of the Board of Ethics and Government Accountability Establishment and Comprehensive Ethics Reform Amendment Act of 2011 (“Ethics Act”), effective April 27, 2012, D.C. Law 19-124, D.C. Official Code § 1-1161.01 et seq., the Office of Government Ethics (“OGE”) hereby enters into this Public Negotiated Disposition with the Respondent, K. Whatley. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

I. FINDINGS OF FACT

Respondent was the Executive Director of a District of Columbia government agency from January 2010 to early September 2014. In her role at the government agency, Respondent was responsible for performing and supervising all of the management and administrative functions of the agency. Respondent reported to the Chair of the agency and supervised one employee, her Executive Assistant. While working for the agency, Respondent also was a volunteer member of a nonprofit organization dedicated to assisting disadvantaged young adults. Respondent was elected to the volunteer position of Board President of the entity in January 2013. As Board President Respondent was chairperson of the Executive Committee, which had general and active management of the organization.

During her tenure as Board President for the nonprofit entity, Respondent worked occasionally on matters related to the nonprofit entity during her government tour of duty. In so doing, Respondent used District resources, namely her District government email address and the District phone line in her office, to contact other members of the nonprofit entity as well as to conduct other activities for the nonprofit including contacting potential sponsors for the nonprofit’s planned fundraising events.

During the period of July 2014 to early September 2014, Respondent also directed her subordinate, to contact, during the subordinate’s tour of duty, potential sponsors for these planned fundraising events. The subordinate did so on multiple occasions. The subordinate was

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<sup>1</sup> Section 221(a)(4)(A) of the Ethics Act provides, in pertinent part, that “[i]n addition to any civil penalty imposed under this title, a violation of the Code of Conduct may result in the following: . . . Any negotiated disposition of a matter offered by the Director of Government Ethics, and accepted by the respondent, subject to approval by the Ethics Board.”

not a member of the nonprofit entity, and would not have taken up any of the aforementioned tasks or assignments of her own volition.

## II. NATURE OF VIOLATIONS

Respondent's conduct is in violation of § 1807.1(b) of the District Personnel Manual ("DPM"), which is part of the District's Code of Conduct applicable to Respondent. DPM 1807.1(b) states as follows: "A District government employee shall not engage in any outside employment or other activity incompatible with the full and proper discharge of his or her duties and responsibilities. Activities or actions that are not compatible with government employment include, but are not limited to the following: . . . . (b) [u]sing government time or resources for other than official business, or government approved or sponsored activities." Respondent violated DPM § 1807.1(b) in that she, during her District tour of duty and on government time, used her District government email address and phone number for other than official business including to solicit contributions for her outside activity – the nonprofit organization dedicated to assisting disadvantaged young adults – and directed her subordinate to do the same.

## III. TERMS OF THE NEGOTIATED DISPOSITION

Respondent acknowledges that her conduct was in violation of the District Code of Conduct in that she used District government resources, including her own District email with her District signature block, to solicit for sponsors and donors for events benefitting the nonprofit organization, during her government tour of duty, and that she directed her subordinate to do so as well. Respondent agrees to pay a fine in the amount of \$500.00 and promises not to engage in such conduct in the future. In return for Respondent's acknowledgement and promise, the Office will not seek any further remedy or take any further action relating to the above misconduct. Respondent understands that the \$500.00 fine is due upon the full execution of this Public Negotiated Disposition. Payment will be accepted by money order, made out to the D.C. Treasurer, and provided to the Office of Government Ethics.

Respondent also understands that if she fails to pay the \$500.00 fine in the manner and within the time limit provided above, pursuant to section 221(a)(5)(A) of the Ethics Act (D.C. Official Code § 1-1162.21(a)(5)(A)), the Ethics Board may file a petition in the Superior Court of the District of Columbia for enforcement of this Negotiated Disposition and the accompanying Board Order assessing the fine. Respondent agrees that this Negotiated Disposition is not just an admission of wrongdoing, but constitutes various factual admissions by her that may be used in any subsequent enforcement or judicial proceeding that may result from her failure to comply with this agreement.

Respondent further understands that if she fails to adhere to this agreement, the Office may instead, at its sole option, recommend that the Ethics Board nullify this settlement and hold an open and adversarial hearing on this matter, after which the Ethics Board may impose sanctions up to the full statutory amount (\$5,000 per violation) as provided in the Ethics Act for each violation. Because the Office is, at this time, foregoing requesting that the Ethics Board hold an

open and adversarial hearing on this matter, Respondent waives any statute of limitation defenses should the Ethics Board decide to proceed in that manner as a result of Respondent's breach of this agreement.

The mutual promises outlined herein constitute the entire agreement in the above-titled action. By our signatures, we agree to the terms outlined herein.

  
K. Whatley

Oct. 28, 2015  
Date

  
Darrin P. Sobin  
Director of Government Ethics

11/5/15  
Date

This agreement shall not be deemed effective unless and until it is approved by the Board of Ethics and Government Accountability, as demonstrated by the signature of the Chairman below.

APPROVED:  
  
Robert J. Spagnoletti  
Chairman, Board of Ethics and Government Accountability

11/5/15  
Date

#1326-001

DS/CP/BF